

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

UNITED STATES OF AMERICA,	:	
	:	
PLAINTIFF,	:	
	:	
v.	:	CIVIL ACTION NO. 2:05CV1067-CSC
	:	
ONE PARCEL OF PROPERTY	:	
LOCATED AT 1554 SHADY TRAIL	:	
WETUMPKA, ELMORE COUNTY,	:	
ALABAMA, WITH ALL	:	
APPURTENANCES AND	:	
IMPROVEMENTS THEREON,	:	
	:	
DEFENDANT.	:	

STIPULATION FOR COMPROMISE SETTLEMENT

It is hereby stipulated by and between the United States of America (United States) and Claimants Billy W. Jarrett, Sr. and JoAnn Jarrett (Claimants) by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action upon the terms indicated below.

2. Claimants agree to pay the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) as a substitute for the Defendant property. Claimants also consent to the entry of a Decree of Forfeiture forfeiting the substitute currency to the United States to be disposed of according to law and this Stipulation for Compromise Settlement. This payment shall be made 90 days after the execution of this Stipulation.

3. Upon payment of the substitute currency, the United States will remove any documents posted to the Defendant property,

file a Release of Lis Pendens with the Judge of Probate, Elmore County, Alabama, and move to dismiss this case with prejudice. The United States further agrees to take any reasonable step required to allow the Claimants to obtain a loan secured by the Defendant property prior to the payment date as specified in paragraph 2 above.

4. Claimants release the United States; the State of Alabama; and all entities and authorities established within the State of Alabama and the agents, employees, assigns, and servants of the above described governments, entities and authorities, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and/or demands whatsoever in law or equity which Claimants, Claimants' heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure, detention, and forfeiture of the Defendant property. The Claimants expressly waive the recovery of attorney's fees, costs and expenses by any legal action or by any act or law of the United States of America, including but not limited to Title 28, United States Code, Section 2412. This express waiver in no way limits the general release as specified above.

5. The parties agree that this is a compromise settlement of disputed claims and that by entering into this settlement, neither party admits wrongdoing or liability on any basis.

6. Each party will bear its own costs except as herein stated above.

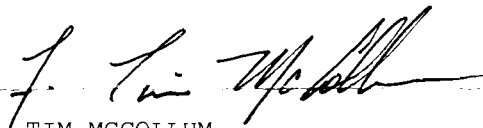
FOR THE UNITED STATES ATTORNEY
LEURA G. CANARY

Date: 1/11/07



JOHN T. HARMON
Assistant United States Attorney
Attorney for Plaintiff
United States of America

Date: 1/11/07



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